First American Title Insurance Company

# LISTING PACKAGE

3/30/2026

natasha@rmgrealestate.com
**Attn: Natasha Jacobson**

We appreciate the opportunity to serve you and thank you for choosing First American Title. Attached please find the following:

- ☒ Tax Information
- ☒ Vesting Deed
- ☒ Deed of Trust
- ☐ As Built
- ☒ As Built Not Found.
- ☒ Plat Map
- ☐ Tax Map
- ☒ CCR's
- ☐ CCR's Not Found
- ☐ Other: Building Certification & Building Inspection

Owner Name(s): LABOSKY JACK M

Physical Address: 204 PAMELA CT

Legal Description: T 5N R 11W SEC 4 Seward Meridian KN 2004036 INLET VIEW SUB TAPLEY ADDN LOT 15A BLK 2

Please do not hesitate to contact me at 907-561-1844 or cs.alaska@firstam.com if I may be of further assistance. I understand you have a choice and hope you will choose First American Title for your next transaction. Have a wonderful day!

Sincerely,

Kellie Trolz

Kellie Trolz, Title Customer Service
Enclosures



**3035 C Street, Anchorage, AK 99503**
**TEL 907-561-1844 | FAX 907-561-1948**
**ak.firstam.com**

Return New Search Assessment Print Map it!

Update Mailing Address

## Account Information

Owner of Record:
**LABOSKY JACK M**
Mailing Address:
**4901 NATRONA AVE ANCHORAGE AK 99516-3689**

PIN:
**04916074**
Property Address:
**204 PAMELA CT KENAI AK**

Tax Roll:
**Real Property**
TAG:
**30 - KENAI CITY**

Last updated: 3/31/2026 04:19:31 AM

| Owners |
| --- |
| **LABOSKY JACK M.** |

| Legal Description |
| --- |
| **T 5N R 11W SEC 4 Seward Meridian KN 2004036 INLET VIEW SUB TAPLEY ADDN LOT 15A BLK 2** |

## Tax Bills Due

Total Payable: $0.00

Pay Partial: ADD TO CART

# + Settled Charges

## Payment History

*Select the "Tax Year" link to view the **Funds Breakdown** for the entire tax year.*

| Tax Year | Bill Number | Date Paid | Receipt Number | Amount Paid |
| --- | --- | --- | --- | --- |
| 2025 | 2025015454 | 11/12/25 | B26.37459 | $1,252.85 |
| 2025 | 2025015454 | 9/11/25 | B26.18876 | $1,252.85 |
| 2024 | 2024015396 | 8/27/24 | B25.15537 | $1,196.81 |
| 2024 | 2024015396 | 8/27/24 | B25.15538 | $1,196.81 |
| 2023 | 2023015699 | 10/25/23 | B24.36268 | $1,157.41 |
| 2023 | 2023015699 | 9/8/23 | B24.16932 | $1,157.41 |
| 2022 | 2022015831 | 11/8/22 | B23.37531 | $1,098.64 |
| 2022 | 2022015831 | 9/2/22 | B23.16225 | $1,098.64 |
| 2021 | 2021016339 | 11/9/21 | B22.37269 | $1,072.71 |
| 2021 | 2021016339 | 9/13/21 | B22.20159 | $1,072.71 |
| 2020 | 2020016551 | 11/12/20 | B21.38730 | $1,101.25 |
| 2020 | 2020016551 | 9/4/20 | B21.19552 | $1,101.25 |
| 2019 | 2019016179 | 11/8/19 | B20.36739 | $993.01 |
| 2019 | 2019016179 | 9/9/19 | B20.14999 | $993.01 |
| 2018 | 2018016240 | 11/7/18 | B19.37012 | $997.09 |
| 2018 | 2018016240 | 9/7/18 | B19.15954 | $997.09 |
| 2017 | 2017011298 | 11/9/17 | B18.37613 | $964.67 |
| 2017 | 2017011298 | 9/12/17 | B18.17756 | $964.67 |

| Tax Year | Bill Number | Date Paid | Receipt Number | Amount Paid |
|---|---|---|---|---|
| 2016 | 2016011247 | 11/10/16 | B17.37362 | $876.91 |
| 2016 | 2016011247 | 9/12/16 | B17.17407 | $876.91 |

2026 VALUES ARE NOT CERTIFIED AND ARE SUBJECT TO APPEAL.
CERTIFIED VALUE FOR 2026 WILL NOT BE AVAILABLE UNTIL JUNE 1, 2026.



## General Information

Property Owner:
**LABOSKY JACK M**
Mailing Address:
**4901 NATRONA AVE**
**ANCHORAGE AK 99516-3689**

Property ID:
**04916074**
Property Address:
**204 PAMELA CT**

Acreage:
**0.4500**
Tax Authority Group:
**30 - Kenai City**

| Legal Description |
|---|
| **T 5N R 11W SEC 4 Seward Meridian KN 2004036 INLET VIEW SUB TAPLEY ADDN LOT 15A BLK 2** |

## Ownership History

| Document No. | Date | Grantor | Grantee | Type |
|---|---|---|---|---|
| 20230080790 | 10/19/23 | Humphrey Robert | Labosky Jack M | Single |
| 20190107190 | 11/27/19 | Morse Kaitlyn N | Humphrey Robert | Single |
| 20160111210 | 12/22/16 | Coleman Bryon J | Morse Kaitlyn N | Single |
| 20100080270 | 9/20/10 | Coleman Bryon | Coleman Bryon J | Single |
| 20070109540 | 10/12/07 | Tapley James H & Christine | Coleman Bryon | Single |

1 2 | 5 items per page

## Value History

| Year | Reason | Land Assessment | Impr. Assessment | Total Assessment |
|---|---|---|---|---|
| **2026** | Main Roll Certification | 25,000 | 273,500 | **298,500** |
| **2025** | Main Roll Certification | 24,500 | 280,700 | **305,200** |
| **2024** | Main Roll Certification | 23,100 | 253,300 | **276,400** |
| **2023** | Main Roll Certification | 21,000 | 246,300 | **267,300** |
| **2022** | Main Roll Certification | 16,800 | 231,200 | **248,000** |

1 2 3 4 5 | 5 items per page

## Improvements

| Building | Code | Description | Grade | Year | Length | Width | Units | Type | Value |
|---|---|---|---|---|---|---|---|---|---|
| R01 | DWELL | Dwelling | A | 1976 | 0 | 0 | 1444 | Fin. sq.ft. | 213,500 |
| R01 | DETGAR | Residential Detached Garage | G | 2003 | 48 | 28 | 1344 | Sq.ft. | 58,000 |
| R01 | DRIVE | Gravel Driveway | A | n/a | 0 | 0 | 1 | Item | 2,000 |
| R01 | ATTGAR | Attached Garage | A | 0 | 25 | 22 | 531 | Sq.ft. | 0 |

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A

2023-008079-0
Recording Dist: 302 - Kenai
10/19/2023 09:22 AM Pages: 1 of 2

File for Record at Request of:
**First American Title Insurance Company**

AFTER RECORDING MAIL TO:

Name: **Jack M. Labosky**
Address: **11313 Discovery View Drive**
**Anchorage, AK 99515**
File No.: **0223-4099645 (NSS)**

## STATUTORY WARRANTY DEED

THE GRANTOR, **Robert Humphrey and Valerie Humphrey, husband and wife**, whose mailing address is **5251-C Highway 153 #114**, **Hixson, TN 37343**, for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,** in hand paid, conveys and warrants to **Jack M. Labosky, a married person**, residing at **11313 Discovery View Drive, Anchorage, AK 99515,** the following described real estate, situated in the **Kenai** Recording District, **Third** Judicial District, State of **Alaska**:

**Lot 15A, Block 2, INLET VIEW SUBDIVISION TAPLEY ADDITION, according to the official plat thereof, filed under Plat Number 2004-36, Records of the Kenai Recording District, Third Judicial District, State of Alaska.**

SUBJECT TO reservations, exceptions, easements, covenants, conditions and restrictions of record, if any.

Dated: 10/13, 2023.

Robert Humphrey

Robert Humphrey

Valerie Humphrey

Valerie Humphrey

STATE OF Arizona )
) SS.
County of Mohave County )

THIS IS TO CERTIFY that on this 13th **day of October, 2023**, before me the undersigned Notary Public, personally appeared **Robert Humphrey and Valerie Humphrey,** known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Jesi Taylor

Notary Public in and for Arizona
My commission expires 08/15/2027

JESI TAYLOR
Notary Public - Arizona
Mohave County
Commission # 651854
My Comm. Expires August 15, 2027

This notarial act involved the use of communication technology

4099645 FATIC

[Space Above This Line For Recording Data]

Form RD 3550-14 AK
(Rev. 5-09)

Form Approved
OMB No. 0575-0172

Return to
USDA Rural Development
110 Trading Bay Road, Ste 160
Kenai, AK 99611

United States Department of Agriculture
Rural Housing Service

# DEED OF TRUST FOR ALASKA

THIS DEED OF TRUST ("Security Instrument") is made on October 16, 2023 (Date)
The trustor is Jack M Labosky, a married person

("Borrower"). The trustee is State Director, Rural Development 800 W. Evergreen, Suite 201 of Palmer

Alaska, as trustees ("Trustee"). The beneficiary is the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

| Date of Instrument | Principal Amount | Maturity Date |
|---|---|---|
| October 16, 2023 | $ 377,000.00 | October 16, 2056 |

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Kenai Recording District , Alaska:

Lot 15A, Block 2, INLET VIEW SUBDIVISION TAPLEY ADDITION, according to the official plat thereof, filed under Plat Number 2004-36, Records of the Kenai Recording District, Third Judicial District, State of Alaska.

which has the address of 204 Pamela Court, [Street] Kenai [City] AK, Alaska 99611 [Zip] ("Property Address");

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures, all water rights and water stock pertaining thereto, which now or hereafter are a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges**. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance**. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law or federal regulation that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held by a federal agency (including Lender) or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse the Lender or Trustee for all of Trustee's and Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the property.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, at Lender's option Lender may obtain coverage to protect Lender's rights in the Property pursuant to paragraph 7.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If after acceleration the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Refinancing.** If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market VALUE of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market VALUE of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market VALUE of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

**15. Borrower's Copy.** Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

**17. Nondiscrimination.** If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, disability, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national origin, disability, age or familial status.

**18. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

**19. Uniform Federal Non-Judicial Foreclosure.** If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations.

As used in this paragraph "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal laws and regulations and laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**21. Cross Collateralization**. Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. SHOULD DEFAULT** occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

**23.** At the request of Lender, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of Lender; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale; and at such sale Lender and its agents may bid and purchase as a stranger; Trustee at Trustee's option may conduct such sale without being personally present, through a delegate authorized by Trustee for such purpose orally or in writing and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through the delegate duly authorized in accordance herewith.

**24.** The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to Government, (f) any balance to Borrower. In case Lender is the successful bidder at foreclosure or other sale of all or any part of the property, Lender may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to Government, in the order prescribed above.

**25.** Upon full and final payment of all indebtedness hereby secured and the performance and discharge of each and every condition, agreement and obligation, contingent or otherwise contained herein or secured hereby, Lender shall request trustee to execute and deliver to Borrower at Borrower's above address a deed of reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such deed of reconveyance.

**26.** If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider executed by Borrower and recorded with this Security Instrument.

WITNESS the hand(s) of Borrower this 16th day of October, 2023

Jack M Labosky

ACKNOWLEDGMENT

State of Alaska
Third Judicial District
Kenai Recording District

The foregoing instrument was acknowledged before 16th day of October 2023,

by Jack M. Labosky and N/A.

(SEAL)

State of Alaska
NOTARY PUBLIC
Nichole Smith
My Commission Expires Apr 21, 2027

Notary Public for the State of Alaska

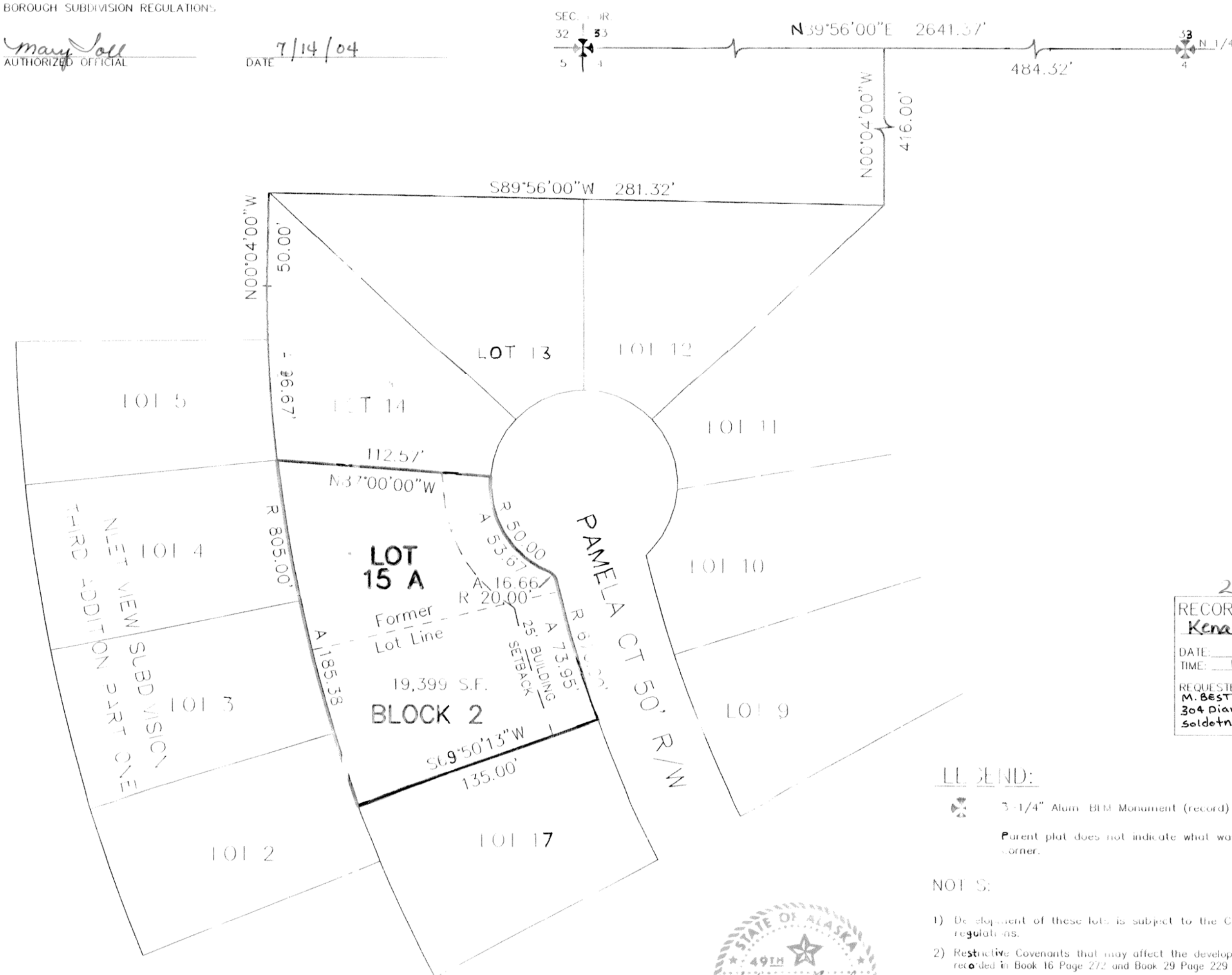
My commission expires 4/21/27

## PLAT APPROVAL

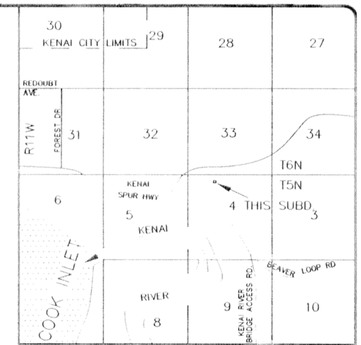
THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION IN ACCORDANCE WITH SECTION 20.04.070 KENAI PENINSULA BOROUGH SUBDIVISION REGULATIONS.

Mary Toll
AUTHORIZED OFFICIAL

DATE 7/14/04




NORTH




VICINITY MAP
Scale 1" = 1 Mile

## CERTIFICATE of OWNERSHIP and DEDICATION

I HEREBY CERTIFY THAT WE ARE THE OWNER(S) OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY OUR FREE CONSENT DEDICATE ALL RIGHTS OF WAY AND PUBLIC AREAS TO PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

We further certify that the Deed of Trust affecting this property does not contain restrictions which prohibit this subdivision; or require signature and approval of beneficiary.

James Tapley
340 Pamela Court
Kenai, Alaska 99611

Christine Tapley
340 Pamela Court
Kenai, Alaska 99611

## NOTARY'S ACKNOWLEDGMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 14 DAY OF July, 2004 FOR James Tapley & Christine Tapley

NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES Jan. 9, 2007

OFFICIAL SEAL
STATE OF ALASKA
MAXWELL J. BEST
NOTARY PUBLIC

2004-36

RECORDED Kenai REC. DIST.
DATE 7/15 2004
TIME 11:58 A.M.
REQUESTED BY:
M. BEST
304 Diane Lane
Soldotna, AK 99669

KPB FILE No. 2004-196

## LEGEND:

3-1/4" Alum. BLM Monument (record)

Parent plat does not indicate what was set at each lot corner.

## NOTES:

1) Development of these lots is subject to the City of Kenai's zoning regulations.
2) Restrictive Covenants that may affect the development of this lot are recorded in Book 16 Page 272 and Book 29 Page 229 KRD.
3) No permanent structure shall be constructed or placed within a utility easement which would interfere with the ability of a utility to use the easement.
4) WASTEWATER DISPOSAL: Plans for wastewater disposal, that meet regulatory requirements are on file at the Alaska Department of Environmental Conservation.

STATE OF ALASKA
49TH
Maxwell J. Best
REGISTERED PROFESSIONAL LAND SURVEYOR

# INLET VIEW SUBDIVISION
## Tapley Addition

A replat of lots 15 and 16 Block 2 of Inlet View Subdivision First Revision Plat No. K-1515 KRD.

Located within the NE 1/4 NW 1/4 Section 4, T5N, R11W, S.M. City of Kenai, Kenai Recording District, Kenai Peninsula Borough, Alaska.
Containing 19,399 s.f.

Surveyed By M. Best
304 Diane Lane
Soldotna, AK 99669

| | | | |
|---|---|---|---|
| JOB NO: | 001 | DRAWN: | 8 January 2004 MB |
| SURVEYED: | N/A | SCALE: | 1" = 40' |
| FIELD BK: | N/A | DISK: | Tapley1.dwg |

Kenai
2004-36


KENAI PENINSULA BOROUGH

144 N. BINKLEY • SOLDOTNA, ALASKA • 99669-7599
BUSINESS (907) 262-4441 FAX (907)262-1892

DALE BAGLEY
MAYOR


CERTIFICATE OF TAX DEPARTMENT

I, Rhonda K. Krohn, Property Tax and Collections Supervisor for the Kenai Peninsula Borough, do hereby certify that, as of the date of this certificate, all real property taxes levied by the Kenai Peninsula Borough have been paid for the area(s) described as:

Subdivision: INLET VIEW SUBDIVISION TAPLEY ADDITION

Parcel # 04916007-0

T05N R11W S04 KN0001515 INLET VIEW SUB 1ST REVISION Lot 15 Block 2

Parcel # 04916008-8

T05N R11W S04 KN0001515 INLET VIEW SUB 1ST REVISION Lot 16 Block 2

The following assessments (except assessments for the cities of Homer, Kenai, Seward, Seldovia, and Soldotna) levied against this property are outstanding: none.

Witness my hand and seal this 12th day of July, 2004.

Rhonda K. Krohn

Rhonda K. Krohn
Property Tax and Collections Supervisor

Record.

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Kenai Recording District

KENAI
Serial No. 65-647

# INDENTURE OF PROTECTIVE COVENANTS FOR INLET VIEW SUBDIVISION

AREA OF APPLICATION These covenants hereinafter contained shall apply in their entirety to all of those lots located in the above mentioned subdivision. All of said subdivision being situated in Sec. 4, T5N, R11W, Seward Meridian, Kenai Recording District, Alaska.

EFFECTIVE DATE All covenants and conditions herein contained shall be effective immediately and concurrently with the filing and recording hereof.

## PART A - RESIDENTIAL AREA COVENANTS

### A-1. DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than $14,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structures, exclusive of one-story open porches and garages, shall be not less than 750 square feet for a one-story dwelling. A 1½ story dwelling shall be not less than 800 square feet.

### A-2. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

### A-3. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therson which may be or may become an annoyance or nuisance to the neighborhood.

### A-4. TEMPORARY STRUCTURES

No structure of a temporary character, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

### A-5. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Inlet View Entrance sign excepted.

A-6. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

A-7. LIVESTOCK AND POULTRY

No animals, sled dogs, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

A-8. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

A-9. LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except the clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

A-10. OIL TANKS

Fuel oil storage tanks shall be placed underground.

A-11. COMPLETION OF EXTERIORS

All houses must be enclosed and exteriors finished within 18 months of initial construction. Except that this time may be extended at the discretion of the Architectural Control Committee to avoid hardships.

(3)

## PART B - ARCHITECTURAL CONTROL COMMITTEE

B-1. MEMBERSHIP

The Architectural Control Committee is composed of the Directors of Peninsula Development Corporation.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers or duties.

B-2. PROCEDURE

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

## PART C - GENERAL PROVISIONS

C-1. TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

C-2. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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Kenai Recording District



C-3 APPROVAL OF PLANS AND CONSTRUCTION

The Architectural Control Committee shall approve all plans for buildings, improvements and additions for conformity with these covenants, sanitary water supply and sewage disposal arrangements, traffic safety, adequate lot and street frontage drainage facilities and grading, good building practice, and esthetic conformity with the Inlet View Subdivision neighborhood. The Architectural Control Committee shall approve all construction for conformity with approved plans.

C-4 SEVERABILITY

Invalidation of any one of these covenants or portion thereof by judgment or court order shall in no wise affect any of the other provisions or portion thereof not so invalidated, which shall remain in full force and effect.

The foregoing covenants, restrictions and conditions for building and use in the Inlet View Subdivision are hereby declared and adopted by the owners of the subdivision, and all easements created, granted and reserved, are declared to be the act of the owner, and all conditions on purchase and ownership of property in the subdivision shall be deemed and considered as covenants running with the land.

WITNESS our hands and seals this 16th day of March, 1964.

David A. Droege
David A. Droege
President, Peninsula Development Corporation

Attest: William S. Thomas
Secretary, Peninsula Development Corporation

99562
City of Kenai

BOOK [illegible] PAGE 276
Kenai Recording District

STATE OF Alaska

County of —

On this 16th day of March, A.D., 1964 before me, the undersigned, a Notary Public in and for the State of ________, duly commissioned and sworn personally appeared David A. Droege to me known to be the individual who executed the foregoing instrument as attorney in fact of William S. Thomas therein described, and acknowledged to me that + he/signed and sealed the said instrument as such attorney in fact for said principal, freely and voluntarily, for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said David A Droege and William S. Thomas are is now living.

Witness my hand and official seal hereto affixed the day and year in this certificate above written

Claudine M. Bird
Notary Public in and for the State of
Alaska
residing at Anchorage, Alaska
My Commission Expires
April 21, 1964

RECORDED - FILED
Kenai REC. DIST.
DATE 4/21 1964
TIME 1:10 P M
Requested by City of Kenai
Address

BOOK MISC. 29 PAGE 229 KENAI
Kenai Recording District Serial No. 673610

# DECLARATION AND ESTABLISHMENT OF CONDITIONS, RESTRICTIONS AND COVENANTS FOR INLET VIEW SUBDIVISION, FIRST REVISION KENAI, ALASKA

KNOW ALL MEN BY THESE PRESENTS:

M & S DEVELOPMENT COMPANY, an Alaskan partnership, comprised of T. A. McKEEVER and E. D. SPRINGER, being the owners of the real property contained in and known as,

> INLET VIEW SUBDIVISION, First Revision, according to Plat No. K-1515, located in Section 4, Township 5 North, Range 11 West, Seward Meridian, excepting Lots 1 and 2, Block 3, thereof,

have established a general plan for the improvement and development of such real property, and do hereby establish the conditions, restrictions and covenants upon which and subject to which all lots or portions of such real property shall be improved, or sold and conveyed, as owners thereof. Each and every one of these conditions, restrictions and covenants is and are for the benefit of each owner of land in such real property or any interest therein, and shall inure to and pass with each and every parcel of such real property, and shall further bind the respective grantees, successors and assigns of the present owners. These conditions, restrictions and covenants are, and each thereof is, imposed upon each parcel of lot of such real property, all of which are to be construed as restrictive covenants running with the land, to wit:

1. Platting of Subdivision.

Prior to or simultaneous with the execution and recording of this Declaration and Establishment of Conditions, Restrictions and Covenants, Plat K-1515 has or is being filed in the office of the Recorder for the Kenai Recording District, Third Judicial District, State of Alaska. Said plat does not embrace or cover all of the real property to which this instrument applies. At a subsequent date additional plats will be prepared and filed to take in those portions of such real property not included in Plat K-1515 All such subsequently filed plats shall, upon filing thereof, automatically become subject to all of the conditions, restrictions and covenants herein contained, subject to such additions, deletions, or amendments thereto as may be specifically noted on each subsequently filed plat, or in any modified restrictions and covenants filed therewith.

2. Land Use and Building Type.

No lot or other part of the realty described above shall

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KENNETH McCASKEY
JOHN R. STRACHAN
ANDREW E. HOGE
RALPH G. CREWS
921 SIXTH AVENUE
ANCHORAGE, ALASKA
272-9448

be used for any purpose except as may be specifically noted herein or on a subsequently filed plat.

Lots 1 and 2, Block 3, - Single family or permissible use duplex.

All other property contemplated within this plan of development are to be used for single family dwelling containing FHA minimum standards with said ground floor to contain not less than eight hundred fifty (850) square feet.

3. Architectural Control.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications plus a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. And, no fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved or nearer any street than the front of the house unless similarly approved. Approval shall be secured as provided in paragraph 16 hereunder. In no event shall any building be erected, placed, or altered on any lot in violation of any building or zoning law and code of the City of Kenai.

4. Dwelling Cost and Quality.

No dwelling shall be permitted on any lot at a cost of equivalent to value of less than Twenty-six Thousand Dollars ($26,000.00), based upon cost levels prevailing on the date of these conditions, restrictions and covenants are recorded, it being the intention and purpose of such conditions, restrictions and covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date such conditions, restrictions and covenants are recorded at the minimum cost stated herein.



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5. Building Location.

(a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front line or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 5 feet to a side lot line, except that no side yard shall be required for a detached garage or other permitted accessory building located 60 or more from the minumum building setback line.

(c) No dwelling shall be located on any lot nearer than 15 feet to the rear lot line. This restriction shall not apply to those lots located on the bluff and fronting on Rogers Road.

(d) For the purposes of these conditions, restrictions and covenants, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. Lot Area and Width.

No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the building front line, nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet.

7. Easements.

Easements for installation and maintenance of drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the drainage facilities, or which may change the direction of flow of drainage channels in the

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easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

8. Nuisances.

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. Signs.

No Sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. Livestock and Poultry.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. And further provided that no more than one dog of sled type breed may be maintained, and all dogs shall be restrainedas necessary, to prevent their becoming nuisances.

12. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the disposal or storage of such material shall be kept in a clean and sanitary condition. No garbage shall be kept on the street except on pick-up day and shall be covered at all times. No burning of garbage in

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incinerators will be permitted. BOOK Misc 29 PAGE 233
Kenai Recording District

13. Water Supply.

No individual water supply system shall be permitted on any lot.

14. Sewage Disposal.

No individual sewage disposal system shall be permitted on any lot.

15. Sight Distance at Intersections.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations of between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property line extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. Architectural Control Committee.

(a) Membership. The Architectural Control Committee shall be composed of:

T. A. McKeever
E. D. Springer

and any person or persons designated by T. A. McKeever and E. D. Springer. A majority of such committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this instrument. At any time after January 1, 1970, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to

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withdraw from or restore to such committee, any of its powers and duties.

(b) Procedure. The committee's approval or disapproval as required in these conditions, restrictions and covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60)days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the relevent covenants, conditions and restrictions shall be deemed to have been fully complied with.

17. Trees.

No owner shall be permitted to completely clear a lot on which standing trees of size and beauty exist. Space may be cleared for construction, and trees may be thinned so long as maximum natural beauty and esthetic values of such trees are retained.

18. Resubdivision.

The area of the lots herein described shall not be reduced in size by resubdivision, except that owners of three (3) contiguous lots may divide the inner lot, or middle lot, thus increasing the size of the two remaining lots which shall then be treated for all purposes pertinent to these conditions, restrictions and covenants as enlarged single lots.

19. Term.

These conditions, restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these conditions, restrictions and covenants are recorded, after which time said conditions, restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said conditions, restrictions and covenants in whole or in part.

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20. Remedies for Violations - Invalidations.

For a violation or breach of any of these conditions, restrictions or covenants by any person claiming by, through or under the Owner, or by virtue of any judicial proceedings, the Owner and the lot owners or any of them severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, In addition to the foregoing right, the Owner shall have the right whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these conditions, restrictions and covenants exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure to promptly enforce any of these conditions, restrictions or covenants shall not bar their enforcement.

21.

No drilling for oil or gas or related substances and no penetration for mining purposes shall be made in any lot except such entry be more than 250 feet below the suface and without damage to the surface and the improvements thereon and no pump, tank, storage facility, mining equipment apparatus, dump or any accouterment to oil, gas, or mining exploration or production shall be permitted on any lot.

22. Amendment.

The terms of this Declaration and Establishment of conditions, restrictions and covenants for the Inlet View Subdivisio First Revision, may be amended at any time in writing approved by the owners of two-thirds (2/3) of the lots in the Subdivision, which signatures must be acknowledged before a Notary Public.

23. Waiver.

Any delay or omission on the part of the Owner, or its successors or assigns, or the owners of other lots or parcels in



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the Inlet View Subdivision, First Revision, in exercising any rights powers, remedy or remedies provided by law or herein in the event of any breach of the conditions, restrictions and covenants herein contained shall not be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Owner for or on account of its failure to bring any action on account of the breach of these conditions, restrictions and covenants, or for imposing restrictions herein which may be unenforceable.

IN WITNESS WHEREOF, M & S Development Company has caused these presents to be signed by its partners on the 6th day of NOVEMBER, 1967, at ANCHORAGE, Alaska.

M & S DEVELOPMENT COMPANY

BY T. A. McKeever T. A. McKEEVER BY E. D. Springer E. D. SPRINGER

STATE OF ALASKA )
) ss.
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 6th day of November, 1967, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared T. A. McKEEVER and E. D. SPRINGER, known to me and to me known to be the persons doing business as M & S DEVELOPMENT COMPANY, who executed the foregoing instrument, and they acknowledged to me that they signed and sealed the same as their free and voluntary act and deed and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

WITNESS my hand and official seal.

[signature]
NOTARY PUBLIC in and for Alaska
My Commission expires: 6/14/70

The undersigned owners of Lots 1 and 2, Block 3, accept the foregoing conditions, restrictions and covenants as to their lots, assuming no responsibility for installation of streets, public utilities and other Subdivision developments and reserving the right to create and file additional restrictions as to their lots.

Harold H. Galliett, Jr. HAROLD H. GALLIETT, JR. Mary S. Galliett MARY S. GALLIETT

James D. Moore Jr. JAMES D. MOORE, JR. Judith L. Moore JUDITH L. MOORE

STATE OF ALASKA )
THIRD DISTRICT ) ss.
THIS IS TO CERTIFY that on this 7th day of November



PAUL F. ROBISON
KENNETH McCASKEY
JOHN R. STRACHAN
ANDREW E. HOGE
RALPH G. CREWS
921 SIXTH AVENUE
ANCHORAGE, ALASKA
272-9446

BOOK Kenai 29 PAGE 231
Kenai Recording District

1967, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared HAROLD H. GALLIETT, JR. and MARY S. GALLIETT, known to me and to me known to be the persons named in and who executed the foregoing instrument; and they acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein set forth.

WITNESS my hand and official seal.

D Christine Riedel
NOTARY PUBLIC in and for Alaska
My Commission expires: 10/20/69

STATE OF ALASKA )
THIRD DISTRICT ) ss.

THIS IS TO CERTIFY that on this 7th day of November, 1967, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared JAMES D. MOORE, JR. and JUDITH L. MOORE, known to me and to me known to be the persons named in and who executed the foregoing instrument; and they acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein set forth.

WITNESS my hand and official seal.

D Christine Riedel
NOTARY PUBLIC in and for Alaska
My Commission expires: 10/20/69

RECORDED - FILED
Kenai REC. DIST.
DATE 12/29 1967
TIME 1:07 P M
Requested by
Address



PAUL F. ROBISON
KENNETH MCCASKEY
JOHN R. STRACHAN
ANDREW E. HOGE
RALPH G. CREWS
921 SIXTH AVENUE
ANCHORAGE, ALASKA
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